

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
PRIORITY MAIL EXPRESS, PRIORITY MAIL &  
FIRST-CLASS PACKAGE SERVICE CONTRACT 66  
(MC2019-201)  
NEGOTIATED SERVICE AGREEMENT

Docket No. CP2019-224

**USPS NOTICE OF AMENDMENT TO  
PRIORITY MAIL EXPRESS, PRIORITY MAIL & FIRST-CLASS PACKAGE SERVICE  
CONTRACT 66, FILED UNDER SEAL**  
(September 16, 2021)

The Postal Service hereby provides notice that the terms of Priority Mail Express, Priority Mail & First-Class Package Service Contract 66, in the above-captioned proceeding, have changed as contemplated by the contract's terms. A redacted version of the amendment to Priority Mail Express, Priority Mail & First-Class Package Service Contract 66 is provided in Attachment A, and the unredacted amendment is being filed under seal. The amendment will become effective one business day following the day that the Commission completes its review of this filing.

This amendment will not materially affect the cost coverage of Priority Mail Express, Priority Mail & First-Class Package Service Contract 66. Therefore, the supporting financial documentation and financial certification initially filed in this docket remain applicable. The Postal Service hereby incorporates by reference the Application for Non-Public Treatment originally filed in this docket, for the protection of the customer-identifying information that has been filed under seal.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorney:

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September 16, 2021

**ATTACHMENT A TO REQUEST**

**REDACTED AMENDMENT TO PRIORITY MAIL EXPRESS, PRIORITY MAIL  
& FIRST-CLASS PACKAGE SERVICE CONTRACT 66**

**AMENDMENT #1**  
**OF**  
**SHIPPING SERVICES CONTRACT**  
**BETWEEN**  
**THE UNITED STATES POSTAL SERVICE**  
**AND**  
[REDACTED]  
**REGARDING**  
**PRIORITY MAIL EXPRESS,**  
**PRIORITY MAIL**  
**AND**  
**FIRST-CLASS PACKAGE SERVICE**  
[REDACTED]

WHEREAS, the United States Postal Service (the “Postal Service”) and [REDACTED], organized and existing under the laws of [REDACTED] with its principal office at [REDACTED] [REDACTED] (“Customer”) entered into a Shipping Services Contract, PME-PM-FCPS Contract 66/Docket No. CP2019-224, regarding Priority Mail Express, Priority Mail, and First-Class Package Service, on September 11, 2019.

WHEREAS, the Parties desire to amend the terms in Section I.A.1 of the Appendix to the Contract.

NOW, THEREFORE, the Parties agree that the Contract is hereby amended as detailed below. The existing Contract remains unchanged in all other respects. This Amendment shall become effective one (1) business day following the day on which the Commission issues all necessary regulatory approval.

[Replace Section I.A.1 of the Appendix to the Contract, as follows.]

**I. Marketplace Requirements**

- A.1 Except for the Preferred Shippers as defined and described below, the minimum price offered by Customer to any [REDACTED] Third Party (i) for packages constituting Contract Packages (as defined in the Contract) must be equal to or greater than the then current published Commercial Plus pricing available for Product, and (ii) for packages not constituting Contract Packages (as defined in the Contract) must be equal to or greater than the current published Commercial Base pricing available for Product (collectively, the “Minimum Price”). Customer is prohibited from offering to any [REDACTED] [REDACTED] Third Party any rebates, discounts, gratuities, freebies, promotions, inducements or other incentives that would have the effect of lowering the Product price below the Minimum Price.

Customer shall not offer any Product at a price which is at or below the Minimum Price to any [REDACTED] Third Party. Customer shall not offer any Product at a price which is below the Minimum Price to any [REDACTED] that is not designated as a Preferred Shipper, unless the Postal Service determines that all of the requirements in Section I.A.2 through 6 below have been satisfied.

Notwithstanding Section I.A.1 above, the Parties may mutually agree to an Exception Period when Customer may offer certain [REDACTED] [REDACTED] access to the Product at price(s) mutually agreed upon by the Parties that may fall below the Minimum Price ("Select Prices"). For avoidance of doubt, even if Select Prices are established, during this Exception Period and throughout the Contract term, Customer shall pay the Postal Service no less than the prices authorized by this Contract for packages constituting Contract Packages (as defined in this Contract) and no less than published commercial prices for packages not constituting Contract Packages (as defined in this Contract). Either Party may terminate the Exception Period upon ninety (90) calendar days advance written notice to the other Party. The Parties may mutually agree to adjust the Select Prices and/or the length of the Exception Period. Customer shall report the volume, revenue and average discount from commercial prices to the Postal Service during Quarterly Business Reviews pursuant to Section I.M of this Contract for packages shipped by [REDACTED] [REDACTED] at any Select Prices established for Product.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed as of the later date below:

UNITED STATES POSTAL SERVICE

Signed by: DocuSigned by: Jacqueline Strako  
CFB3805DEFA2408...

Printed Name: Jacqueline Strako

Title: Chief Commerce & Business Solutions Officer and Executive Vice President

Date: August 16, 2021

